



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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NORMAN SMALLWOOD,

Plaintiff,

-against-

THE CITY OF NEW YORK, P.O. DAVID WENZEL, and  
P.O.s JOHN and JANE DOE #1-10, individually and in  
their official capacities, (the names John and Jane Doe  
being fictitious, as the true names are presently unknown),

Defendants.  
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**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISMISSAL**

07-CV-5711 (JGK)

**WHEREAS**, plaintiff commenced this action by filing a complaint on or about  
June 15, 2007, alleging violations of his federal and state rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the remaining issues raised in this  
litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and  
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Norman  
Smallwood, Seven Thousand Five Hundred Dollars (\$7,500.00) in full satisfaction of all claims,  
including claims for costs, expenses and attorney fees. In consideration for the payment of this  
sum, plaintiff agrees to dismissal of all the claims against defendants, and to release defendants

David Wenzel<sup>1</sup> and City of New York and any present or former employees or agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

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<sup>1</sup> Being sued herein as "P.O. DAVID WENZEL."

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
March 20, 2008

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By: Rose M. Weber  
Rose M. Weber (RW 0515)

By: Gabriel Harvis  
GABRIEL HARVIS (GH2772)  
Assistant Corporation Counsel

SO ORDERED:

6' Kelly  
U.S.D.J.

~~3/27/08~~

3/25/08 DGC

The Clerk is directed to  
enter judgment and to  
close this case. so ordered.

3/24/08 6' Kelly  
U.S.D.J.